

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION**

**BRANDY TRUESDALE and CHESTER
DOWNEY,**

Plaintiffs,

vs.

**NATIONWIDE AFFINITY INSURANCE
COMPANY OF AMERICA,**

Defendant.

Case No.: 1:11-cv-467

**Declaration of Jason M. Stinehart and
Certification of Completion of Mail Notice and Publication Notice**

I, Jason M. Stinehart, declare as follows:

1. I am a Senior Project Administrator for Rust Consulting, Inc. (“Rust Consulting”), which serves as the Claims Administrator for the settlement of the above-captioned action (“Settlement”). I am responsible for supervising the class action administration services provided by Rust Consulting in connection with the Settlement. I have personal knowledge of the facts set forth below.

2. Rust Consulting specializes in class action notification and claims administration. Rust Consulting has provided claims administration services for class actions containing up to seven million Class Members in cases involving consumers, pension benefits, securities, product liability, insurance, antitrust, fraud, property, employment, discrimination, bankruptcy and other types of class action cases. We regularly provide large-scale notification, claim form request processing, claims validation and processing, settlement benefits distribution, and claims administration

services. Rust Consulting has provided claims administration services for more than 3,000 class action settlements and distributed billions of dollars in settlement assets.

3. Rust Consulting was retained as Claims Administrator in this matter to, among other things, (a) send, receive and process all communications to or from potential Settlement Class Members, including the Mail Notice, the Publication Notice and the CAFA Notice; (b) process and pay claims as set forth in Section 7 of the Stipulation of Class Action Settlement; and (c) to set up and administer a class action website and toll-free telephone number.

4. **Class Member List.** On October 25, 2012, Rust Consulting received an electronic record from Nationwide Affinity Insurance Company of America (“Nationwide Affinity”) containing the last-known name and address of 72,428 Class Members. Each Class Member’s last-known address was reviewed for updates from information available through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database prior to mailing. A total of 9,736 addresses were updated through the NCOA process. In addition, Rust was able to standardize 69,920 mailing addresses using CASS processing, a certification system developed by the USPS that standardizes the address to USPS guidelines (e.g. converts “Road” to “RD”, or “Lane” to “LN”).

5. **Mail Notice.** On December 18, 2012, Court-approved Notices were mailed via USPS First-Class Mail to 72,428 Class Members. A sample Mail Notice and Claim Form is attached hereto as **Exhibit A**.

- a. Of the mailings sent on December 18, 2012, 100 Notices have been returned as undeliverable with a forwarding address. The database address was updated and these were promptly re-mailed.
 - b. Of the mailings sent on December 18, 2012, 26,612 Notices had been returned as undeliverable with no forwarding address. For each undelivered mailing, Rust Consulting first checked the address printed on the mailing envelope against the address on the updated Class Member List and against the DMV list to determine whether an alternate address was associated with the same Policy Number. If an alternate address could not be identified, Rust Consulting ran a “skip-trace” on the Class Member to attempt to find an alternate address. If an alternate address was identified, Rust Consulting re-mailed the Mail Notice to the Class Member.
 - c. As of March 4, 2013, 21,271 Mail Notices had been remailed using an alternate address. A sample remailed Notice is attached as **Exhibit B**. Putative Class Members who are sent a remailed Notice have 28 days from mailing to file a claim.
 - d. Of the 21,271 remailed Notices, 5,002 have since been returned as undeliverable.
6. **CAFA Notice.** On October 5, 2012, Rust Consulting mailed via certified USPS mail CAFA Notices to the Department of Insurance for each State, including the District of Columbia and the United States Attorney General.

7. **Website.** On December 18, 2012, Rust Consulting established a website at the domain <http://www.truesdalesettlement.com>. Attached hereto as **Exhibit C** is a screen shot of the home page of the Settlement website. The Website includes the information included in the Mail Notice, as well as copies of this Stipulation of Class Action Settlement, and the Order Certifying Settlement Class and Preliminarily Approving Settlement. As of March 4, 2013, Rust Consulting has received 205 main page hits to the website.

8. **Publication Notice.** Attached as **Exhibit D** are copies of the Publication Notices that were placed in each of the following publications on Thursday, December 20, 2012, and on Sunday, December 23, 2012:

Publication(s)	Circulation	Ad Size	Insertions
Asheville Citizen Times	34,600	3" x 9"	1
Asheville Citizen Times - Sunday	52,572	3" x 9"	1
Charlotte Observer	134,550	1/6 Page	1
Charlotte Observer - Sunday	196,114	1/6 Page	1
Greensboro News & Record	79,901	1/6 Page	1
Greensboro News & Record - Sunday	86,823	1/6 Page	1
Raleigh News & Observer	107,094	1/6 Page	1
Raleigh News & Observer - Sunday	161,622	1/6 Page	1

9. **Toll-Free Number.** On December 18, 2012, Rust Consulting established a dedicated toll-free telephone number at 1-877-310-3707. The toll-free telephone

number was established to direct potential Settlement Class Members to the website; to provide basic information about the settlement, opt-out requirements, the objection process and the claims process; and to answer questions of potential Settlement Class Members. As of March 4, 2013, Rust Consulting has received 458 calls to the toll-free telephone number.

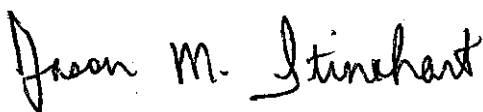
10. **Claim Forms.** As of March 4, 2013, Rust Consulting has received 1,648 Claim Forms. The deadline for submitting Claim Forms has passed for approximately 50,500 of the Class Members. As of March 4th, 23 of the claims received were untimely, and three claims were duplicate submissions. Rust Consulting anticipates that deficiency letters will be sent to approximately four Class Members to request a correction to the Claim Form before their claim can be evaluated.

Additionally, approximately 21,800 of the Class Members have extended time to file a claim.

11. **Exclusions/Objections.** As of March 4, 2013, Rust Consulting has received two requests for exclusion, and no objections. The list of exclusion requests is attached hereto as **Exhibit E**.

12. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This the 11th day of March, 2013.

A handwritten signature in black ink that reads "Jason M. Stinehart". The signature is written in a cursive, flowing style.

Jason M. Stinehart

EXHIBIT A

SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING, INC.
P.O. BOX 2850
FARIBAULT, MN 55021-8650

**LEGAL NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FAIRNESS HEARING**

[Re: Cancellation of Nationwide car insurance
for non-payment of premium]



<<NAME1>>
<<NAME2>>
<<ADDRESS1>>
<<ADDRESS2>>
<<CITY>><<STATE>><<ZIP>>
<<COUNTRY>>

FOR OFFICIAL USE ONLY

01

Page 1 of 2

<input type="checkbox"/>	If the pre-printed information to the left is not correct please check the box and complete the information below:
--------------------------	--

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

CLAIM FORM

Capitalized terms have the meanings assigned in the Notice provided with this claim form. You must fully complete, sign and timely submit this claim form as provided in the Notice.

Please type or print legibly.

Any Nicknames, Maiden Names or Alias Used by You: _____

Policy Number of Cancelled Policy (if known): _____

**TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT
YOU MUST COMPLETE BOTH OF THE FOLLOWING SECTIONS**

I. RELIEF REQUESTED (Check all that apply to you.)

- ☐ Check this box if you are a Class Member.
- You may be eligible to receive a one-time payment of \$5.00.
- ☐ Check this box if you paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") after your Nationwide Affinity policy was cancelled.
- You may be eligible to receive a one-time payment of \$40.00 for each penalty paid in connection with a Qualifying Cancellation of your Nationwide Affinity auto insurance policy. You will not recover for any service fees paid to the NCDMV.
- ☐ Check this box **AND SIGN THE FOLLOWING CERTIFICATION** if you paid a fee to a Nationwide Affinity or independent insurance agent to reinstate coverage under your Cancelled Policy.
- You may be eligible to receive a one-time payment of \$12.00, regardless of how many Reinstatement Fees you paid. If you do not sign the certification below, you will not be eligible to receive this payment.
 - Certification**
I, the undersigned, declare that I paid a fee to a Nationwide Affinity or independent insurance agent in order to have coverage under my Cancelled Policy reinstated. Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: ____/____/____

Print Name: _____

YOU MUST SIGN THE SIGNATURE LINE ON THE BACK OF THIS FORM TO VALIDATE YOUR CLAIM.





II. WRITTEN STATEMENT *(Review this statement and, if you agree, sign below.)*

I affirm that the following is true and correct:

- I have reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and I reasonably believe that I am, or the person on whose behalf I am acting is, a Settlement Class Member entitled to relief under the proposed settlement.
- If the Settlement Administrator is unable to determine whether I am a Settlement Class Member and/or what relief, if any, I am entitled to receive, I will reasonably cooperate in verifying my identity and membership in the Settlement Class, and in verifying and quantifying any amounts due under the proposed settlement. In addition, if asked, I will provide documentation to confirm my identity, my membership in the class and/or my payment of a DMV Penalty or Reinstatement Fee.
- No rights or claims asserted through this Claim Form have been previously settled, resolved, discharged or released.
- No rights or claims asserted through this Claim Form have been assigned or otherwise transferred.

Signature: _____ Date: ____/____/____

Print Name: _____

SEND THIS FORM TO: Settlement Administrator, PO Box 2850, Faribault, MN 55021-8650, POSTMARKED NO LATER THAN February 16, 2013.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

BRANDY TRUESDALE and CHESTER DOWNEY, on
behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NATIONWIDE AFFINITY INSURANCE COMPANY
OF AMERICA,

Defendant.

Case No. 1:11-cv-467

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If your Nationwide Affinity¹ car insurance policy was cancelled between November 2005 and June 2008 because you did not pay your premiums, you might be eligible to receive a payment from a proposed class action settlement.

- This Notice of Proposed Class Action Settlement and Fairness Hearing ("Notice") explains a proposed settlement that could entitle you to payments and may affect your legal rights.
- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America ("Nationwide Affinity") improperly cancelled car insurance policies because the pre-cancellation warning notice it sent did not inform policyholders of their right to ask the North Carolina Department of Insurance to review the cancellation. These pre-cancellation warning notices are referred to below as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. **Read this Notice carefully.**

YOUR OPTIONS IN THE SETTLEMENT	
Submit a Claim Form	This is the only way to request compensation.
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.
Object	Write to the Court about why you don't like the settlement.
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.

¹A complete listing of the Nationwide entities covered by this settlement is contained in Appendix A.

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS		
Every member of the class is eligible for the Class Member Payment .	\$5.00	To be considered for the Class Member Payment, sign and return a valid Claim Form (enclosed), -AND- Check the box indicating you are a Class Member.
Some members of the class are also eligible for the DMV Penalty Payment .	\$40.00 per penalty paid	To be considered for the DMV Penalty Payment, sign and return a valid Claim Form, -AND- Check the box indicating that you paid a penalty to the North Carolina Division of Motor Vehicles after a <u>Qualifying Cancellation</u> .
Some members of the class are also eligible for the Reinstatement Payment .	\$12.00	To be considered for the Reinstatement Payment, sign and return a valid Claim Form, -AND- Where indicated, certify that you paid a Nationwide Affinity or Independent Insurance agent a fee to have your coverage reinstated after a <u>Qualifying Cancellation</u> .

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

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BASIC INFORMATION

Why did I receive this Notice?

You are receiving this Notice because records indicate that you were insured with Nationwide Affinity and that between November 2005 and June 2008, your Nationwide Affinity car insurance policy was cancelled one or more times because you did not pay the insurance premiums due. Before the cancellation of your car insurance policy, you may have received a Notice of Cancellation that did not tell you of your right to ask the North Carolina Department of Insurance to review the cancellation.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit relating to how your car insurance policy was cancelled, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (the "Settlement Administrator") approved by the Court will process claims and make the payments that the settlement allows.

The "Court" in charge of the case is the United States District Court for the Middle District of North Carolina. The case is known as *Truesdale and Downey v. Nationwide Affinity Insurance Company of America*, Case No. 1:11-cv-467 (referred to here as the "Lawsuit"). The people who sued Nationwide Affinity are called "Plaintiffs," and Nationwide Affinity is the "Defendant."

What is the Lawsuit about?

The Lawsuit claims that Nationwide Affinity improperly cancelled North Carolina car insurance policies when policyholders did not pay their premiums. The Lawsuit claims that the cancellations were improper and not effective because the Notices of Cancellation that Nationwide Affinity sent before cancelling some policies did not inform policyholders that they could ask the North Carolina Department of Insurance to review the cancellation. For that reason, the Lawsuit claims that Nationwide Affinity breached its insurance policies and violated North Carolina law by, among other actions, reporting the cancellations to the North Carolina Division of Motor Vehicles (the "DMV"). Nationwide Affinity denies any wrongdoing and contends that it had the right to cancel insurance policies when its customers did not pay insurance premiums.

The Court has preliminarily approved the claims to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purposes of addressing the merits and trying the Lawsuit.

What is a class action?

In a class action, one or more people called class representatives sue on behalf people who they believe have similar claims. All of these people are a "class" or "Settlement Class Members." The court resolves the issues for all class members, except those who exclude themselves from the class.

In this Lawsuit, the "Class Representatives" are the named Plaintiffs, Brandy Truesdale and Chester Downey. Brandy Truesdale and Chester Downey both had their Nationwide Affinity car insurance policies cancelled after they received Incomplete Notices of Cancellation. Ms. Truesdale and Mr. Downey filed this Lawsuit on their own behalf and on behalf of the class.

Why is there a settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation for, as applicable, penalties paid to the NCDMV for lapses in insurance coverage and fees paid to insurance agents for reinstatement of insurance coverage. The Plaintiffs, on their own behalf and on behalf of all Settlement Class Members, have entered into a Stipulation of Class Action Settlement (the "Settlement Stipulation") with Nationwide Affinity, which has been preliminarily approved by the Court. The Class Representatives and Class Counsel believe that the settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Settlement Stipulation, your rights and obligations under the Settlement Stipulation, and the process by which the Court will determine whether to enter a final approval of the Settlement Stipulation.

Can I file my own lawsuit or demand?

No, unless you submit a request for exclusion from the Settlement Class using the procedures set forth in this Notice.

As part of the Court's preliminary approval of the proposed settlement ("Preliminary Approval Order"), the Court issued the following preliminary injunction/stay order ("Stay Order") effective October 19, 2012:

Except as expressly excluded in the following paragraph, all Settlement Class Members, unless and until they have timely excluded themselves from the Settlement Class, are hereby preliminarily enjoined: (i) from filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; except no Settlement Class Member is enjoined from filing or pursuing any claims for relief or causes of action for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

This Stay Order shall not apply to actions filed in a court of competent jurisdiction prior to the date of this Order to the extent that the action(s) assert claims of Settlement Class Members individually and on their own behalf only, except that the Stay Order will apply to such actions as of the deadline for submitting a request for exclusion from the Settlement Class if the Settlement Class Member fails to submit a timely and complete request for exclusion from the Settlement Class complying with this Order. The Stay Order shall expire ten (10) business days after submission of a request for exclusion, as indicated by the postmark date of such request submitted to the Settlement Administrator, as to any person or entity that submits a timely, written request for exclusion from the Settlement Class complying with this Order.

All Settlement Class Members are subject to the Stay Order and cannot independently pursue claims except as allowed by the Court. Upon final approval of the proposed settlement, all Settlement Class Members who have not excluded themselves from the Settlement Class will be permanently barred from pursuing Released Claims against Released Parties (as set forth in the Release attached as Appendix A).

WHO IS COVERED BY THE SETTLEMENT?

How do I know if I am covered by the settlement?

You are a member of the "Settlement Class" and a "Settlement Class Member" covered by the settlement if you fall within the following class definition adopted by the Court:

All persons and entities who obtained a North Carolina private passenger automobile insurance policy from Nationwide Affinity Insurance Company of America: (1) to whom Nationwide Affinity sent a Notice of Cancellation for non-payment of premium that failed to include a statement disclosing the policyholder's right to ask the North Carolina Department of Insurance to review the cancellation; and (2) whose policies were cancelled by Nationwide Affinity for non-payment of the premium that was the subject of the Notice of Cancellation.

Nationwide Affinity, any entities in which Nationwide Affinity has a controlling interest, and all of their legal representatives, heirs and successors are excluded from the Settlement Class. Also excluded are any claims resolved and/or discharged or released prior to the date of the Preliminary Approval Order.

You or someone located at your address was identified as a probable Settlement Class Member. You should assume that you are a Settlement Class Member unless you can determine without a doubt that you are not. All Settlement Class Members will be bound by the settlement, unless they timely request exclusion.

THE SETTLEMENT BENEFITS

What do I receive from the settlement?

Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and properly completed Claim Form in conformance with the instructions and procedures set forth in this Notice will receive one or more of the following Settlement Payments:

- **Class Membership Payment.** Every Class Member who submits a complete, signed Claim Form will receive a one-time payment of \$5.00.

- **DMV Penalty Payment.** In addition, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the DMV Penalty Payment; and (iii) who, according to the DMV's records, were required to pay a penalty by the DMV for permitting their car insurance coverage to lapse following a Qualifying Cancellation, will receive a one-time payment of \$40.00 for each penalty paid.
- **Reinstatement Payment.** Finally, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the Reinstatement Payment; (iii) who, according to Nationwide Affinity's records, had their insurance coverage under the same policy reinstated within 60 days of a Qualifying Cancellation; and (iv) who certify that they paid a fee to a Nationwide Affinity or independent insurance agent in order to have coverage reinstated following a Qualifying Cancellation, will receive a one-time payment of \$12.00.

If your claim for a Settlement Payment is denied in part or in whole, you will have the opportunity to submit additional information to prove your claim. Any disputes regarding your status as a Class Member or your entitlement to a particular Settlement Payment will be resolved by the Settlement Administrator. The decision of the Settlement Administrator will be final and binding on the parties, including you.

There is no cap on the total amount of claims Nationwide Affinity will pay under the Settlement Stipulation. Claims will not be reduced or paid pro rata based on the total amount of claims submitted under the proposed settlement.

The above Settlement Payments shall be the only payments to which any Settlement Class Member may be entitled.

How can I receive a Settlement Payment?

To be eligible for a Settlement Payment, you must submit a Claim Form. A Claim Form is included with this Notice. You should only submit one Claim Form for each policy, regardless of how many times that policy was cancelled. If you had more than one policy cancelled, you must submit a separate Claim Form for each policy. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline of February 16, 2013.

Your completed Claim Form must be submitted to the Settlement Administrator at PO Box 2850, Faribault, MN 55021-8650, sent by First-Class Mail, postage prepaid, postmarked no later than February 16, 2013.

When would I receive my Settlement Payment?

Claims will be reviewed by the Settlement Administrator and payments issued only after the settlement is approved by the Court and any appeals are resolved. Please be patient. This process could take a long time.

THE LAWYERS REPRESENTING YOU - CLASS COUNSEL

Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent members of the Settlement Class:

J. Michael Malone	Steven B. Epstein
Hendren & Malone, PLLC	Poyner Spruill LLP
4600 Marriott Drive, Suite 150	Post Office Box 1801
Raleigh, NC 27612	Raleigh, NC 27602

These lawyers are called "Class Counsel." You will not be charged for the services performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Nationwide Affinity will pay Class Counsel's fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve a total payment of attorneys' fees of up to \$522,768 and costs and expenses of up to \$26,695.07. Class Counsel will also ask the Court to approve payment of \$7,500 to Brandy Truesdale and \$7,500 to Chester Downey for their services as Class Representatives. These amounts would compensate Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. Nationwide Affinity has agreed not to oppose these payments. The Court may award less than the amount requested.

RELEASE OF YOUR RIGHTS AND DISMISSAL OF THE LAWSUIT

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS USING THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE DISMISSAL WITH PREJUDICE AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a Settlement Payment(s) from this settlement, but you want to keep the right to sue Nationwide Affinity, on your own, about the legal issues released and dismissed by this settlement, you must take steps to remove yourself from the Settlement Class. This is called "excluding" yourself or "opting out" of the Settlement Class.

How do I opt out of the settlement?

You cannot exclude yourself by phone or email. To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) the Settlement Class Member's name and address; (2) the policy number(s) of the policy or policies Nationwide Affinity cancelled after sending an Incomplete Notice of Cancellation; (3) the Settlement Class Member's expression of desire to be excluded from the Settlement Class; and (4) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted by each person or entity requesting exclusion.

Your written request for exclusion must be sent by First-Class Mail, postage prepaid, and postmarked no later than February 16, 2013 and must be addressed to the Settlement Administrator at: PO Box 2850, Faribault, MN 55021-8650.

If I exclude myself, can I get money from the settlement?

No. If you ask to be excluded, you will not be eligible for any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the settlement or anything that happens in the Lawsuit.

If I don't exclude myself, may I sue for the same thing later?

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately about this Notice.

OBJECTING TO THE SETTLEMENT

How do I object to the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must submit a writing containing the following: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's name and address; (4) the policy number of the Settlement Class Member's Cancelled Policy or Policies; and (5) a statement separately setting forth each objection being made and the basis for it.

You must submit your objection to the Settlement Administrator, Class Counsel, and Counsel for Nationwide Affinity, as identified below, by First-Class Mail, postage prepaid, postmarked no later than February 16, 2013.

Settlement Administrator

Settlement Administrator
c/o Rust Consulting, Inc.
P.O. Box 2850
Faribault, MN 55021-8650

Class Counsel

J. Michael Malone
Hendren & Malone, PLLC
4600 Marriott Drive
Suite 150
Raleigh, NC 27612

Counsel for Nationwide Affinity

Debbie W. Harden
Meredith J. McKee
Womble Carlyle Sandridge & Rice, LLP
One Wells Fargo Center
301 S. College St., Ste. 3500
Charlotte, NC 28202

The Settlement Administrator will file objections with the Court for its consideration. Your objection will not be considered by the Court if you do not follow these procedures.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing, to otherwise contest the approval of the proposed settlement, or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Even if you object, you may still submit a Claim Form and you will still be bound by the settlement if it is approved by the Court. If you exclude yourself from the Settlement Class, you have no basis to object because the settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to finally approve the settlement. You may attend and you may ask to speak, but you do not have to attend.

When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:30 a.m. on March 19, 2013, at 324 West Market Street, Greensboro, North Carolina 27401. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described below may appear and be heard by the Court. The Court may also decide how much to award Class Counsel in attorneys' fees and expenses and the Class Representatives for their representation of the class. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you mail an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and observe, but it is not necessary.

May I or my lawyer speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing by submitting a timely Notice of Intent to Appear. To do so, you must notify the Court and the parties in writing. The writing must contain: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's full name, address, telephone number and signature (and, if an entity, its Tax ID number); (4) the Policy Number of the Settlement Class Member's Cancelled Policy or Policies; (5) if you object to the settlement, a statement separately setting forth each objection being made and the basis for it; (6) a statement indicating that the Settlement Class Member or his attorney intends to appear at the Fairness Hearing; (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit; and (8) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name, telephone number and bar number. You may not speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

You must file your Notice of Intent to Appear with the Court and send copies by First-Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide Affinity postmarked no later than February 16, 2013, at the three addresses set forth above in this Notice for objecting to the settlement.

WHAT IF I DO NOTHING?

If you do nothing, you will not receive any money from the settlement. In addition, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide Affinity and the Released Parties about the legal issues in the Lawsuit and the Released Claims ever again.

TAX CONSEQUENCES

The Settlement Payments described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the settlement, including any Settlement Payments or benefits provided under the settlement, and any tax reporting obligations you may have with respect thereto. The parties make no representations and assume no responsibility with respect to any tax consequences that may occur.

GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. More details are available at www.truesdalesettlement.com and in the Stipulation of Class Action Settlement, which is available at the website and is on file at the Court. You can also write to Settlement Administrator, c/o Rust Consulting, PO Box 2850, Faribault, MN 55021-8650 or call (877) 310-3707.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR NATIONWIDE AFFINITY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR AS INDICATED ABOVE.

Hon. William J. Osteen, Jr.
United States District Judge for the Middle District of North Carolina

APPENDIX A -- RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in this Notice and in the Stipulation of Class Action Settlement.

The Class Representatives and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, successors and assigns and (as applicable) their present and former officers, directors, members, managers, employees and insureds, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim or cause of action arising out of or relating to the Released Claims.

"Released Parties" means Nationwide Affinity Insurance Company of America, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, and Nationwide Property and Casualty Insurance Company, and all Nationwide affiliates, as well as any exclusive or independent insurance agents who sold a Cancelled Policy to Truesdale, Downey or any Settlement Class Member, who collected Reinstatement Fees in connection with a Cancelled Policy or who otherwise administered a Cancelled Policy.

"Released Claims" means any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Class Representatives or any other Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences during the Class Period involving, based on, arising out of, related to or in any way connected with, directly or indirectly: the allegations, claims and causes of action asserted in the Lawsuit; any Incomplete Notice of Cancellation; the Cancellation of a Policy; the reporting of such Cancellation to the DMV; the assessment of any fines or penalties, monetary or otherwise, by the DMV or any other entity in connection with or as a result of the Cancellation and/or any corresponding lapse in coverage; any attempt by the Class Representatives and/or any other Settlement Class Member to Reinstate coverage under the Cancelled Policy or to obtain a new policy from a Released Party or any third-party insurer following a Cancellation; any payment of a Reinstatement Fee; and/or the effect the Cancellation and/or any corresponding lapse in coverage had on premiums subsequently paid by the Class Representatives and/or any other Settlement Class Member to a Released Party or to any other insurer.

Included as Released Claims, by example and without limitation, are claims for: breach of contract; breach of the duty of good faith and fair dealing; negligence; bad faith; willful and wanton conduct; breach of statutory duties; actual or constructive fraud; intentional or negligent misrepresentations; fraudulent inducement; outrageous conduct; statutory and consumer fraud; breach of fiduciary duty or quasi-fiduciary duty; unfair or deceptive business or trade or insurance acts or practices; insurance premium overcharges or a refund or rebate of premiums; anticipatory repudiation; restitution; rescission; unjust enrichment; reformation; injunctive or declaratory relief; claims for compensatory, consequential, and punitive or exemplary damages; damages based on statutory violations, remedies or penalties; damages in excess of actual damages; interest; attorneys' fees; damages for physical or bodily injury, or other injuries to person, property or psyche; damages for emotional distress or mental anguish; lost wages; loss of income; costs; penalties; and any other damages.

Notwithstanding the foregoing, "Released Claims" does not include any rights, claims for relief or causes of action any Settlement Class Member may have for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

"Cancellation" means the termination of insurance coverage under a Class Member's insurance policy after the policyholder was sent an Incomplete Notice of Cancellation.

"Cancelled Policy" means an insurance policy cancelled by Affinity for non-payment of premium after the policyholder was sent an Incomplete Notice of Cancellation.

"Class Period" means the period from November 1, 2005, through the Effective Date, as defined in Section 14.1 of the Settlement Stipulation.

"Reinstate" or "Reinstatement" refers to Nationwide Affinity's reinstatement of coverage under a previously Cancelled Policy for a particular Class Member, regardless of whether Nationwide Affinity internally referred to such reinstatement as a "reversal," "reactivation" or "reinstatement."

"Reinstatement Fee" refers to a fee, ranging from \$1 to \$25, paid by some Class Members to a Nationwide Affinity or independent insurance agent in order to obtain a Reinstatement.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Stipulation.

EXHIBIT B

SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING, INC.
P.O. BOX 2850
FARIBAULT, MN 55021-8650

**LEGAL NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FAIRNESS HEARING**

[Re: Cancellation of Nationwide car insurance
for non-payment of premium]



<<NAME 1>>
<<NAME 2>>
<<ADDRESS 1>>
<<ADDRESS 2>>
<<CITY>> <<STATE>> <<ZIP>>
<<COUNTRY>>

FOR OFFICIAL USE ONLY

01

Page 1 of 2

☐ If the pre-printed information to the left is not correct
please check the box and complete the information below:

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

CLAIM FORM

Capitalized terms have the meanings assigned in the Notice provided with this claim form. You must fully complete, sign and timely submit this claim form as provided in the Notice.

Please type or print legibly.

Any Nicknames, Maiden Names or Alias Used by You: _____

Policy Number of Cancelled Policy (if known): _____

**TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT,
YOU MUST COMPLETE BOTH OF THE FOLLOWING SECTIONS**

I. RELIEF REQUESTED (Check all that apply to you.)

- ☐ Check this box if you are a Class Member.
- You may be eligible to receive a one-time payment of \$5.00.
- ☐ Check this box if you paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") after your Nationwide Affinity policy was cancelled.
- You may be eligible to receive a one-time payment of \$40.00 for each penalty paid in connection with a Qualifying Cancellation of your Nationwide Affinity auto insurance policy. You will not recover for any service fees paid to the NCDMV.
- ☐ Check this box **AND SIGN THE FOLLOWING CERTIFICATION** if you paid a fee to a Nationwide Affinity or independent insurance agent to reinstate coverage under your Cancelled Policy.
- You may be eligible to receive a one-time payment of \$12.00, regardless of how many Reinstatement Fees you paid. If you do not sign the certification below, you will not be eligible to receive this payment.
 - Certification**
I, the undersigned, declare that I paid a fee to a Nationwide Affinity or independent insurance agent in order to have coverage under my Cancelled Policy reinstated. Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: ____/____/____

Print Name: _____

YOU MUST SIGN THE SIGNATURE LINE ON THE BACK OF THIS FORM TO VALIDATE YOUR CLAIM.





II. WRITTEN STATEMENT *(Review this statement and, if you agree, sign below.)*

I affirm that the following is true and correct:

- I have reviewed the Notice of Proposed Class Action Settlement and Fairness Hearing, and I reasonably believe that I am, or the person on whose behalf I am acting is, a Settlement Class Member entitled to relief under the proposed settlement.
- If the Settlement Administrator is unable to determine whether I am a Settlement Class Member and/or what relief, if any, I am entitled to receive, I will reasonably cooperate in verifying my identity and membership in the Settlement Class, and in verifying and quantifying any amounts due under the proposed settlement. In addition, if asked, I will provide documentation to confirm my identity, my membership in the class and/or my payment of a DMV Penalty or Reinstatement Fee.
- No rights or claims asserted through this Claim Form have been previously settled, resolved, discharged or released.
- No rights or claims asserted through this Claim Form have been assigned or otherwise transferred.

Signature: _____ Date: ____/____/____

Print Name: _____

SEND THIS FORM TO: Settlement Administrator, PO Box 2850, Faribault, MN 55021-8650, POSTMARKED NO LATER THAN March 15, 2013.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

BRANDY TRUESDALE and CHESTER DOWNEY, on
behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NATIONWIDE AFFINITY INSURANCE COMPANY
OF AMERICA,

Defendant.

Case No. 1:11-cv-467

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If your Nationwide Affinity¹ car insurance policy was cancelled between November 2005 and June 2008 because you did not pay your premiums, you might be eligible to receive a payment from a proposed class action settlement.

- This Notice of Proposed Class Action Settlement and Fairness Hearing ("Notice") explains a proposed settlement that could entitle you to payments and may affect your legal rights.
- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America ("Nationwide Affinity") improperly cancelled car insurance policies because the pre-cancellation warning notice it sent did not inform policyholders of their right to ask the North Carolina Department of Insurance to review the cancellation. These pre-cancellation warning notices are referred to below as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. **Read this Notice carefully.**

YOUR OPTIONS IN THE SETTLEMENT	
Submit a Claim Form	This is the only way to request compensation.
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.
Object	Write to the Court about why you don't like the settlement.
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.

¹A complete listing of the Nationwide entities covered by this settlement is contained in Appendix A.

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS		
Every member of the class is eligible for the Class Member Payment .	\$5.00	To be considered for the Class Member Payment, sign and return a valid Claim Form (enclosed), -AND- Check the box indicating you are a Class Member.
Some members of the class are also eligible for the DMV Penalty Payment .	\$40.00 per penalty paid	To be considered for the DMV Penalty Payment, sign and return a valid Claim Form, -AND- Check the box indicating that you paid a penalty to the North Carolina Division of Motor Vehicles after a <u>Qualifying Cancellation</u> .
Some members of the class are also eligible for the Reinstatement Payment .	\$12.00	To be considered for the Reinstatement Payment, sign and return a valid Claim Form, -AND- Where indicated, certify that you paid a Nationwide Affinity or independent insurance agent a fee to have your coverage reinstated after a <u>Qualifying Cancellation</u> .

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

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BASIC INFORMATION

Why did I receive this Notice?

You are receiving this Notice because records indicate that you were insured with Nationwide Affinity and that between November 2005 and June 2008, your Nationwide Affinity car insurance policy was cancelled one or more times because you did not pay the insurance premiums due. Before the cancellation of your car insurance policy, you may have received a Notice of Cancellation that did not tell you of your right to ask the North Carolina Department of Insurance to review the cancellation.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit relating to how your car insurance policy was cancelled, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (the "Settlement Administrator") approved by the Court will process claims and make the payments that the settlement allows.

The "Court" in charge of the case is the United States District Court for the Middle District of North Carolina. The case is known as *Truesdale and Downey v. Nationwide Affinity Insurance Company of America*, Case No. 1:11-cv-467 (referred to here as the "Lawsuit"). The people who sued Nationwide Affinity are called "Plaintiffs," and Nationwide Affinity is the "Defendant."

What is the Lawsuit about?

The Lawsuit claims that Nationwide Affinity improperly cancelled North Carolina car insurance policies when policyholders did not pay their premiums. The Lawsuit claims that the cancellations were improper and not effective because the Notices of Cancellation that Nationwide Affinity sent before cancelling some policies did not inform policyholders that they could ask the North Carolina Department of Insurance to review the cancellation. For that reason, the Lawsuit claims that Nationwide Affinity breached its insurance policies and violated North Carolina law by, among other actions, reporting the cancellations to the North Carolina Division of Motor Vehicles (the "DMV"). Nationwide Affinity denies any wrongdoing and contends that it had the right to cancel insurance policies when its customers did not pay insurance premiums.

The Court has preliminarily approved the claims to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purposes of addressing the merits and trying the Lawsuit.

What is a class action?

In a class action, one or more people called class representatives sue on behalf people who they believe have similar claims. All of these people are a "class" or "Settlement Class Members." The court resolves the issues for all class members, except those who exclude themselves from the class.

In this Lawsuit, the "Class Representatives" are the named Plaintiffs, Brandy Truesdale and Chester Downey. Brandy Truesdale and Chester Downey both had their Nationwide Affinity car insurance policies cancelled after they received Incomplete Notices of Cancellation. Ms. Truesdale and Mr. Downey filed this Lawsuit on their own behalf and on behalf of the class.

Why is there a settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation for, as applicable, penalties paid to the NCDMV for lapses in insurance coverage and fees paid to insurance agents for reinstatement of insurance coverage. The Plaintiffs, on their own behalf and on behalf of all Settlement Class Members, have entered into a Stipulation of Class Action Settlement (the "Settlement Stipulation") with Nationwide Affinity, which has been preliminarily approved by the Court. The Class Representatives and Class Counsel believe that the settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Settlement Stipulation, your rights and obligations under the Settlement Stipulation, and the process by which the Court will determine whether to enter a final approval of the Settlement Stipulation.

Can I file my own lawsuit or demand?

No, unless you submit a request for exclusion from the Settlement Class using the procedures set forth in this Notice.

As part of the Court's preliminary approval of the proposed settlement ("Preliminary Approval Order"), the Court issued the following preliminary injunction/stay order ("Stay Order") effective October 19, 2012:

Except as expressly excluded in the following paragraph, all Settlement Class Members, unless and until they have timely excluded themselves from the Settlement Class, are hereby preliminarily enjoined: (i) from filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; (ii) from filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding against Nationwide Affinity based on, relating to or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Lawsuit and/or the Released Claims; except no Settlement Class Member is enjoined from filing or pursuing any claims for relief or causes of action for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

This Stay Order shall not apply to actions filed in a court of competent jurisdiction prior to the date of this Order to the extent that the action(s) assert claims of Settlement Class Members individually and on their own behalf only, except that the Stay Order will apply to such actions as of the deadline for submitting a request for exclusion from the Settlement Class if the Settlement Class Member fails to submit a timely and complete request for exclusion from the Settlement Class complying with this Order. The Stay Order shall expire ten (10) business days after submission of a request for exclusion, as indicated by the postmark date of such request submitted to the Settlement Administrator, as to any person or entity that submits a timely, written request for exclusion from the Settlement Class complying with this Order.

All Settlement Class Members are subject to the Stay Order and cannot independently pursue claims except as allowed by the Court. Upon final approval of the proposed settlement, all Settlement Class Members who have not excluded themselves from the Settlement Class will be permanently barred from pursuing Released Claims against Released Parties (as set forth in the Release attached as Appendix A).

WHO IS COVERED BY THE SETTLEMENT?

How do I know if I am covered by the settlement?

You are a member of the "Settlement Class" and a "Settlement Class Member" covered by the settlement if you fall within the following class definition adopted by the Court:

All persons and entities who obtained a North Carolina private passenger automobile insurance policy from Nationwide Affinity Insurance Company of America: (1) to whom Nationwide Affinity sent a Notice of Cancellation for non-payment of premium that failed to include a statement disclosing the policyholder's right to ask the North Carolina Department of Insurance to review the cancellation; and (2) whose policies were cancelled by Nationwide Affinity for non-payment of the premium that was the subject of the Notice of Cancellation.

Nationwide Affinity, any entities in which Nationwide Affinity has a controlling interest, and all of their legal representatives, heirs and successors are excluded from the Settlement Class. Also excluded are any claims resolved and/or discharged or released prior to the date of the Preliminary Approval Order.

You or someone located at your address was identified as a probable Settlement Class Member. You should assume that you are a Settlement Class Member unless you can determine without a doubt that you are not. All Settlement Class Members will be bound by the settlement, unless they timely request exclusion.

THE SETTLEMENT BENEFITS

What do I receive from the settlement?

Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and properly completed Claim Form in conformance with the instructions and procedures set forth in this Notice will receive one or more of the following Settlement Payments:

- **Class Membership Payment.** Every Class Member who submits a complete, signed Claim Form will receive a one-time payment of \$5.00.

- **DMV Penalty Payment.** In addition, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the DMV Penalty Payment; and (iii) who, according to the DMV's records, were required to pay a penalty by the DMV for permitting their car insurance coverage to lapse following a Qualifying Cancellation, will receive a one-time payment of \$40.00 for each penalty paid.
- **Reinstatement Payment.** Finally, Class Members (i) who submit a complete, signed Claim Form; (ii) who request the Reinstatement Payment; (iii) who, according to Nationwide Affinity's records, had their insurance coverage under the same policy reinstated within 60 days of a Qualifying Cancellation; and (iv) who certify that they paid a fee to a Nationwide Affinity or independent insurance agent in order to have coverage reinstated following a Qualifying Cancellation, will receive a one-time payment of \$12.00.

If your claim for a Settlement Payment is denied in part or in whole, you will have the opportunity to submit additional information to prove your claim. Any disputes regarding your status as a Class Member or your entitlement to a particular Settlement Payment will be resolved by the Settlement Administrator. The decision of the Settlement Administrator will be final and binding on the parties, including you.

There is no cap on the total amount of claims Nationwide Affinity will pay under the Settlement Stipulation. Claims will not be reduced or paid pro rata based on the total amount of claims submitted under the proposed settlement.

The above Settlement Payments shall be the only payments to which any Settlement Class Member may be entitled.

How can I receive a Settlement Payment?

To be eligible for a Settlement Payment, you must submit a Claim Form. A Claim Form is included with this Notice. You should only submit one Claim Form for each policy, regardless of how many times that policy was cancelled. If you had more than one policy cancelled, you must submit a separate Claim Form for each policy. Read the instructions carefully, fill out the form, sign it, and mail it by the deadline of March 15, 2013.

Your completed Claim Form must be submitted to the Settlement Administrator at PO Box 2850, Faribault, MN 55021-8650, sent by First-Class Mail, postage prepaid, postmarked no later than March 15, 2013.

When would I receive my Settlement Payment?

Claims will be reviewed by the Settlement Administrator and payments issued only after the settlement is approved by the Court and any appeals are resolved. Please be patient. This process could take a long time.

THE LAWYERS REPRESENTING YOU – CLASS COUNSEL

Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent members of the Settlement Class:

J. Michael Malone	Steven B. Epstein
Hendren & Malone, PLLC	Poyner Spruill LLP
4600 Marriott Drive, Suite 150	Post Office Box 1801
Raleigh, NC 27612	Raleigh, NC 27602

These lawyers are called "Class Counsel." You will not be charged for the services performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Nationwide Affinity will pay Class Counsel's fees and expenses up to the amount approved by the Court.

Class Counsel will ask the Court to approve a total payment of attorneys' fees of up to \$522,768 and costs and expenses of up to \$26,695.07. Class Counsel will also ask the Court to approve payment of \$7,500 to Brandy Truesdale and \$7,500 to Chester Downey for their services as Class Representatives. These amounts would compensate Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. Nationwide Affinity has agreed not to oppose these payments. The Court may award less than the amount requested.

RELEASE OF YOUR RIGHTS AND DISMISSAL OF THE LAWSUIT

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS USING THE STEPS IN THIS NOTICE, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE DISMISSAL WITH PREJUDICE AND THE RELEASE SET FORTH AS APPENDIX A TO THIS NOTICE, WHETHER OR NOT YOU SUBMIT A CLAIM FORM. YOU SHOULD READ THE RELEASE VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS IF YOU REMAIN IN THE SETTLEMENT CLASS.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a Settlement Payment(s) from this settlement, but you want to keep the right to sue Nationwide Affinity, on your own, about the legal issues released and dismissed by this settlement, you must take steps to remove yourself from the Settlement Class. This is called "excluding" yourself or "opting out" of the Settlement Class.

How do I opt out of the settlement?

You cannot exclude yourself by phone or email. To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) the Settlement Class Member's name and address; (2) the policy number(s) of the policy or policies Nationwide Affinity cancelled after sending an Incomplete Notice of Cancellation; (3) the Settlement Class Member's expression of desire to be excluded from the Settlement Class; and (4) the Settlement Class Member's signature or the signature of an authorized representative of the Settlement Class Member. A separate request for exclusion must be submitted by each person or entity requesting exclusion.

Your written request for exclusion must be sent by First-Class Mail, postage prepaid, and postmarked no later than March 15, 2013 and must be addressed to the Settlement Administrator at: PO Box 2850, Faribault, MN 55021-8650.

If I exclude myself, can I get money from the settlement?

No. If you ask to be excluded, you will not be eligible for any Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the settlement or anything that happens in the Lawsuit.

If I don't exclude myself, may I sue for the same thing later?

No. If you do not exclude yourself, you will give up the right to bring or continue claims or lawsuits resolved by this settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately about this Notice.

OBJECTING TO THE SETTLEMENT

How do I object to the settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must submit a writing containing the following: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's name and address; (4) the policy number of the Settlement Class Member's Cancelled Policy or Policies; and (5) a statement separately setting forth each objection being made and the basis for it.

You must submit your objection to the Settlement Administrator, Class Counsel, and Counsel for Nationwide Affinity, as identified below, by First-Class Mail, postage prepaid, postmarked no later than March 5, 2013.

Settlement Administrator

Settlement Administrator
c/o Rust Consulting, Inc.
P.O. Box 2850
Faribault, MN 55021-8650

Class Counsel

J. Michael Malone
Hendren & Malone, PLLC
4600 Marriott Drive
Suite 150
Raleigh, NC 27612

Counsel for Nationwide Affinity

Debbie W. Harden
Meredith J. McKee
Womble Carlyle Sandridge & Rice, LLP
One Wells Fargo Center
301 S. College St., Ste. 3500
Charlotte, NC 28202

The Settlement Administrator will file objections with the Court for its consideration. Your objection will not be considered by the Court if you do not follow these procedures.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing, to otherwise contest the approval of the proposed settlement, or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Even if you object, you may still submit a Claim Form and you will still be bound by the settlement if it is approved by the Court. If you exclude yourself from the Settlement Class, you have no basis to object because the settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to finally approve the settlement. You may attend and you may ask to speak, but you do not have to attend.

When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:30 a.m. on March 19, 2013, at 324 West Market Street, Greensboro, North Carolina 27401. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described below may appear and be heard by the Court. The Court may also decide how much to award Class Counsel in attorneys' fees and expenses and the Class Representatives for their representation of the class. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you mail an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and observe, but it is not necessary.

May I or my lawyer speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing by submitting a timely Notice of Intent to Appear. To do so, you must notify the Court and the parties in writing. The writing must contain: (1) a prominent identifying reference to the case, such as "Nationwide Affinity Auto Insurance Cancellation Settlement"; (2) the case number of this action ("1:11-cv-467"); (3) the Settlement Class Member's full name, address, telephone number and signature (and, if an entity, its Tax ID number); (4) the Policy Number of the Settlement Class Member's Cancelled Policy or Policies; (5) if you object to the settlement, a statement separately setting forth each objection being made and the basis for it; (6) a statement indicating that the Settlement Class Member or his attorney intends to appear at the Fairness Hearing; (7) a list of witnesses whom the Settlement Class Member may call by live testimony and copies of any documents or papers that the Settlement Class Member plans to submit; and (8) if a lawyer will appear on the Settlement Class Member's behalf, the lawyer's full name, telephone number and bar number. You may not speak at the Fairness Hearing if you exclude yourself from the Settlement Class.

You must file your Notice of Intent to Appear with the Court and send copies by First-Class Mail, postage prepaid, to Class Counsel and counsel for Nationwide Affinity postmarked no later than March 5, 2013, at the three addresses set forth above in this Notice for objecting to the settlement.

WHAT IF I DO NOTHING?

If you do nothing, you will not receive any money from the settlement. In addition, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Nationwide Affinity and the Released Parties about the legal issues in the Lawsuit and the Released Claims ever again.

TAX CONSEQUENCES

The Settlement Payments described above could have tax consequences for you. Those tax consequences may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the settlement, including any Settlement Payments or benefits provided under the settlement, and any tax reporting obligations you may have with respect thereto. The parties make no representations and assume no responsibility with respect to any tax consequences that may occur.

GETTING MORE INFORMATION

This Notice summarizes the proposed settlement. More details are available at www.truesdalesettlement.com and in the Stipulation of Class Action Settlement, which is available at the website and is on file at the Court. You can also write to Settlement Administrator, c/o Rust Consulting, PO Box 2850, Faribault, MN 55021-8650 or call (877) 310-3707.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR NATIONWIDE AFFINITY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE LAWSUIT. ALL INQUIRIES SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR AS INDICATED ABOVE.

**Hon. William J. Osteen, Jr.
United States District Judge for the Middle District of North Carolina**

APPENDIX A -- RELEASE

Except where otherwise indicated, all capitalized terms in this Release shall have the meaning set forth in this Notice and in the Stipulation of Class Action Settlement.

The Class Representatives and all other Settlement Class Members who have not been recognized as excluded from the Settlement Class hereby expressly acknowledge and agree, on their own behalf and on behalf of each of their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, successors and assigns and (as applicable) their present and former officers, directors, members, managers, employees and insureds, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, that they release and discharge the Released Parties of and from all Released Claims and shall not now or hereafter initiate, maintain or assert against any of the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Settlement Class, or on behalf of any other person or entity any right, liability, claim or cause of action arising out of or relating to the Released Claims.

"Released Parties" means Nationwide Affinity Insurance Company of America, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, and Nationwide Property and Casualty Insurance Company, and all Nationwide affiliates, as well as any exclusive or independent insurance agents who sold a Cancelled Policy to Truesdale, Downey or any Settlement Class Member, who collected Reinstatement Fees in connection with a Cancelled Policy or who otherwise administered a Cancelled Policy.

"Released Claims" means any and all rights, claims for relief or causes of action pursuant to any theory of recovery, including but not limited to claims based in contract or tort, common law or equity, and federal, state or local law, statute, ordinance, rule or regulation, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, which the Class Representatives or any other Settlement Class Member had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences during the Class Period involving, based on, arising out of, related to or in any way connected with, directly or indirectly: the allegations, claims and causes of action asserted in the Lawsuit; any Incomplete Notice of Cancellation; the Cancellation of a Policy; the reporting of such Cancellation to the DMV; the assessment of any fines or penalties, monetary or otherwise, by the DMV or any other entity in connection with or as a result of the Cancellation and/or any corresponding lapse in coverage; any attempt by the Class Representatives and/or any other Settlement Class Member to Reinstate coverage under the Cancelled Policy or to obtain a new policy from a Released Party or any third-party insurer following a Cancellation; any payment of a Reinstatement Fee; and/or the effect the Cancellation and/or any corresponding lapse in coverage had on premiums subsequently paid by the Class Representatives and/or any other Settlement Class Member to a Released Party or to any other insurer.

Included as Released Claims, by example and without limitation, are claims for: breach of contract; breach of the duty of good faith and fair dealing; negligence; bad faith; willful and wanton conduct; breach of statutory duties; actual or constructive fraud; intentional or negligent misrepresentations; fraudulent inducement; outrageous conduct; statutory and consumer fraud; breach of fiduciary duty or quasi-fiduciary duty; unfair or deceptive business or trade or insurance acts or practices; insurance premium overcharges or a refund or rebate of premiums; anticipatory repudiation; restitution; rescission; unjust enrichment; reformation; injunctive or declaratory relief; claims for compensatory, consequential, and punitive or exemplary damages; damages based on statutory violations, remedies or penalties; damages in excess of actual damages; interest; attorneys' fees; damages for physical or bodily injury, or other injuries to person, property or psyche; damages for emotional distress or mental anguish; lost wages; loss of income; costs; penalties; and any other damages.

Notwithstanding the foregoing, “Released Claims” does not include any rights, claims for relief or causes of action any Settlement Class Member may have for insurance coverage (whether for damage to property or for physical or bodily injury) under a Cancelled Policy in connection with a loss that occurred either (i) before the Policy was cancelled or (ii) after the Policy was cancelled and before the Policy would have otherwise expired according to its terms.

“Cancellation” means the termination of insurance coverage under a Class Member’s insurance policy after the policyholder was sent an Incomplete Notice of Cancellation.

“Cancelled Policy” means an insurance policy cancelled by Affinity for non-payment of premium after the policyholder was sent an Incomplete Notice of Cancellation.

“Class Period” means the period from November 1, 2005, through the Effective Date, as defined in Section 14.1 of the Settlement Stipulation.

“Reinstate” or “Reinstatement” refers to Nationwide Affinity’s reinstatement of coverage under a previously Cancelled Policy for a particular Class Member, regardless of whether Nationwide Affinity internally referred to such reinstatement as a “reversal,” “reactivation” or “reinstatement.”

“Reinstatement Fee” refers to a fee, ranging from \$1 to \$25, paid by some Class Members to a Nationwide Affinity or independent insurance agent in order to obtain a Reinstatement.

Nothing in this Release shall preclude any action to enforce the terms of the Settlement Stipulation.

EXHIBIT C

Welcome to the
Truesdale and Downey v.
Nationwide Affinity
Insurance Company of
America Settlement
Website

UPDATED: DECEMBER 18, 2012

[HOME](#)

[CLASS NOTICE](#)

[CLAIM FORM](#)


[COMMONLY ASKED QUESTIONS](#)

[PRELIMINARY APPROVAL ORDER](#)

[SETTLEMENT STIPULATION](#)

[RELEASE](#)

[IMPORTANT DATES](#)

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Adobe Reader is free and is required to
view and print documents on this site.

[A](#) [A](#) [A](#)

Class Action Settlement Website for Truesdale and Downey v.

Nationwide Affinity Insurance Company of America

If your Nationwide Affinity car insurance policy was cancelled between
November 2005 and June 2008 because you did not pay your premiums, you
might be eligible to receive a payment from a proposed class action settlement.

- The settlement resolves a Lawsuit over whether Nationwide Affinity Insurance Company of America ("Nationwide Affinity") improperly cancelled car insurance policies because the pre-cancellation warning notice it sent did not inform policyholders of their right to ask the North Carolina Department of Insurance to review the cancellation. These pre-cancellation warning notices are referred to below as "Incomplete Notices of Cancellation." Cancellations of car insurance policies that occurred immediately following an Incomplete Notice of Cancellation are referred to below as "Qualifying Cancellations."
- This settlement provides compensation to Nationwide Affinity policyholders who experienced a Qualifying Cancellation and, if applicable, who paid a penalty to the North Carolina Division of Motor Vehicles ("NCDMV") for a resulting lapse in insurance coverage, and who paid fees to a Nationwide Affinity or independent insurance agent to reinstate their insurance coverage.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be paid if the Court approves the settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected whether you act or don't act. **Read this information carefully.**

YOUR OPTIONS IN THE SETTLEMENT	
Submit a Claim Form	This is the only way to request compensation.
Exclude Yourself	You will receive no compensation. This is the only option that allows you to ever be part of any other lawsuit about the legal claims proposed for settlement.
Object	Write to the Court about why you don't like the settlement.
Go to the Hearing	Ask to speak to the Court about the fairness of the settlement.
Do Nothing	You will receive no compensation and you will give up rights and release legal claims.

IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ELIGIBLE TO RECEIVE ONE OR MORE OF THE FOLLOWING PAYMENTS		
Every member of the class is eligible for the Class Member Payment.	\$5.00	To be considered for the Class Member Payment, sign and return a valid Claim Form (enclosed), -AND- Check the box indicating you are a Class Member.
Some members of the class are also eligible for the DMV Penalty Payment.	\$40.00 per penalty paid	To be considered for the DMV Penalty Payment, sign and return a valid Claim Form, -AND- Check the box indicating that you paid a penalty to the North Carolina Division of Motor Vehicles after a Qualifying Cancellation.
Some members of the class are also eligible for the Reinstatement Payment.	\$12.00	To be considered for the Reinstatement Payment, sign and return a valid Claim Form, -AND- Where indicated, certify that you paid a Nationwide Affinity or independent insurance agent a fee to have your coverage reinstated after a Qualifying Cancellation.

If the Court approves the proposed settlement and your claim is approved, Nationwide Affinity will send you a check for the total amount of your approved claim.

When you click on a client's it

For more information, or to receive a copy of the National Physical Education and Fitness Hearing 2007, please contact us at info@npef.org or www.npef.org. Call toll-free 1-877-210-5505.

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F6 News & Record, Sunday, December 23, 2012

Pets for Sale
LASSADOR RETRIEVER AKC Reg. 5 M, 4 ft, 137 lbs, 7447 \$500
www.austindogrescue.com

Puppies
MULTIPOLE PUPPIES, 1M1F, 7 wks, 1st Shots, 2nd Shots, \$550.
Call or Text 336-355-2556
Miniature Schnauzer, AKC Registered, Black Male, 8 wks, \$350, 336-573-3096

POMERANIAN puppies 1m 1f from AKC parents, fluffy balls \$200, 276-558-1787
Poodle Puppies & Adults, Puppies and Seniors old, 2 y, 5 Adults, very rare colors, \$1500 for all, call 336-796-3887

POMERANIAN AKC Quality pups, \$600 & up for 4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/122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CLASSIFIED HEADLINES

Sunday
Friday, 4:30 pm
Monday
Friday, 4:30 pm
Tuesday
Monday, 3:30 pm
Wednesday
Tuesday, 3:30 pm
Thursday
Wednesday, 3:30 pm
Friday
Thursday, 1:30 pm
Saturday, Real Estate
Thursday, 1:30 pm
Saturday
Friday, 10:30 am

NOTE: The online self-care
are dead line 2 hours

FOUR-PAK CAT: Privately, vertebrae
collapse and burst in pain. The
back and lower chest hurt. The

[illegible]

farm & equipment

REPRESENTATIVE FROM SALES 1995 A
Don't miss a second opportunity with

JOHN 4:13-18, Col. 3:12, 25
Matthew, 22:40, Gen. 2:2-3, 22:36-38

-cy-00467-WO-JEP Document

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-cy-00467-WO-JEP Document 64 Filed 03/11/13 Page 39 of 41

919-529-4000
Fax 919-529-1020
E-mail placento@world.com

Regulation, practice, technology	50
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Regulation, practice, technology	50
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Deputy Superintendent, MAYOR
 City of New York, N.Y. P.E.
 Public Works Director

1	Regatta, public notice	6
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Advertised items will be received by the publisher 25 days before publication.

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Computer Electronics 1998

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Foreign ARE Grand jobs still slow
hitting market and 1990-91

RESTRICTIONS REMAIN

DEADLINES
 Sunday
 Friday, 4:30 pm
 Monday
 Friday, 4:30 pm
 Tuesday
 Monday, 3:30 pm
 Wednesday
 Tuesday, 3:30 pm
 Thursday
 Wednesday, 3:30 pm
 Friday
 Thursday, 3:30 pm
 Saturday, Real Estate
 Thursday, 1:30 pm
 Saturday
 Friday, 10:30 am

NOTE: The online self-service deadlines 2 hours prior to the deadlines above. For commercial and display advertising, call for deadlines.

Black & Sea, 3001 Oakliff Dr., Suite 100, Houston, TX 77058. Call 713-261-0001.

[illegible]

Publications: *Books, Booklets, Reports*
Publications *Publications* *Publications* *Publications* *Publications*

[illegible][illegible][illegible]

6 yrs old, MHC registered. Family (Christina) 313-663-6262 and email

[illegible][illegible][illegible]

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**FOR PROPOSAL
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347. Proposals must be received by

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LegalNotice United States District Court Middle District of North Carolina Legal Notice

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FOR A FREE INFORMATION KIT, CALL 1-800-368-5868.

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EXHIBIT E

Exclusion Requests

Tiffany Doggett	North Carolina
Olivia Stewart	North Carolina